expense, where the policy expressly provides that the insured shall submit to examination under oath, and that the company shall not be held to have waived any forfeiture under the policy by an exammination so provided for.

COVENANT RUNNING WITH THE LAND.—Provisions in a deed, that the house shall set back a certain distance from the street, and not extend beyond a specified depth, so as to correspond to grantor's adjoining house, and that the elevation, material, and plan shall also correspond with such house, so as to form one building, are held, in *Welch* v. *Austin* (Mass.), 68 L. R. A. 189, not to be personal to the parties, but to apply in favor of their successors in title so long as the house first built on the granted premises stands.

DAMAGES—PROXIMATE CAUSE.—Although a tuberculous condition of the knee of a person whose leg was injured by another's negligence develops because tuberculosis was organic in the injured person, or because of mistakes in treatment, it is held, in *Chicago City R. Co.* v. *Saxby* (Ill.), 68 L. R. A. 164, that it cannot be said that it was not the consequence which might not naturally follow as a result of the injury, and that therefore the negligent person may be held liable therefor.

IMPUTABLE NEGLIGENCE.—The negligence of the driver of a fire engine in colliding with a street car is held, in *McKernan* v. *Detroit Citizens Street R. Co.* (Mich.), 68 L. R. A. 347, not to be imputable to a fireman engaged in his duties upon the engine, so as to defeat a recovery for injuries caused by the negligence of the car company.

BANKRUPT—ICE HARVESTING CORPORATION —"TRADING" OR "MERCANTILE" PURSUITS.—Where the proof shows that a company incorporated "to buy, gather, store and preserve ice, to prepare it for sale, transport it . . . and to sell the same," etc., never bought any ice except two or three times in twelve years, and then only for the purpose of supplying customers because of the failure of its own supply, gathered either from its own or leased property, it cannot be held to have been engaged principally in "trading" or "mercantile pursuits," within the meaning of the Bankrupt Act, 1898, and therefore not subject to adjudication as a bankrupt. *Matter of New York & New Jersey Ice Lines*, an alleged bankrupt, U. S. District Court, Southern District of New York, May, 1905, 14 Am. B. R., p. 61.

EXEMPTIONS—LIFE INSURANCE—STATE LAW—SECTION 70A CONSTRUED.—Under a statute exempting from all liability for any debt the proceeds or avails of "all life insurance," the proceeds of a semi-tontine or paid-up policy are exempt.

The provisions of section 70a of Bankruptcy Act, 1898, do not apply to policies of life insurance which are exempt by state law from the claims of creditors, and where a semi-tontine or a paid-up policy held by a bankrupt is so exempt, it is exempt under section 6 of the Act, though it has a cash surrender value. *Holden* v. *Stratton*, Supreme Court of the United States, May 8, 1905, 14 Am. B. R., p. 94.

BANKRUPTCY ACT—SECTION 3 (4) AS AMENDED, 1903—RECEIVER "BECAUSE OF INSOLVENCY."—Section 3 (4) of the Bankruptcy Act as amended in 1903, does not make a receivership an act of bankruptcy, unless it was procured upon the application of the insolvent himself while insolvent and does not make the putting of a receiver in charge of the property of an insolvent an act of bankruptcy unless this was done because of insolvency. *Matter of Spalding*, U. S. Circuit Court of Appeals, Second Circuit, June, 1905, 14 Am. B. R., p. 129.

LIEN—TWO FUNDS—APPLICATION OF RULE.—DEBTS—DIVIDENDS—CLAIMS WITH COLLATERAL SECURITY.—The equitable rule, in substance made part of the Bankrupt Act, that a creditor having a lien on two funds must exhaust the one upon which other creditors have no lien, does not apply where it operates to the injury of the party having the double lien.

One who has been allowed to prove his claim as an unsecured creditor against a bankrupt indorser, must realize and credit the proceeds of collateral securities held by him against the principal debtor before he will be allowed to participate in the distribution of the estate of such indorser. *Gorman* v. *Wright*, U. S. Circuit Court of Appeals, Fourth Circuit, February 21, 1905, 14 Am. B. R., p. 135.

RAILROADS—FIRES—EVIDENCE—EXPERTS.—In an action against a railroad for fire alleged to have been negligently set out, a question asked of an expert, if there was any way in which fire coming from the fire box could get above the netting in the front end of the engine without going through the netting, referring to the only engines which could have set out the fire, was competent, though calling for a conclusion.

In an action against a railroad for fire alleged to have been negligently set out, evidence of qualified witness describing the character of the engines which might have set the fire as belonging to a certain class, and that the quality and equipment of such engines with regard to safety and the setting out of fire were, as a class, the best engines defendant company had, and that the features of a locomotive to be considered in connection with the setting out of fire, were the nettings, diaphragm, and plates, was relevant and material.

Evidence that an engine could not be operated without small cinders escaping from the smokestack was admissable. *Ins. Co.* v. *C. & N. W. Ry. Co.* (Iowa), 104 N. W. 361.